

EXHIBIT J

**AGREEMENT BY AND BETWEEN THE CITY OF WATERBURY AND
CONNECTICUT RESOURCES RECOVERY AUTHORITY FOR ACCESS TO
LANDFILL FOR DISPOSAL OF OVERSIZED BULKY WASTE**

AGREEMENT
BY AND BETWEEN
THE WATERBURY REGIONAL RESOURCES RECOVERY AUTHORITY
AND
CONNECTICUT RESOURCES RECOVERY AUTHORITY
FOR
ACCESS TO LANDFILL FOR DISPOSAL OF
OVERSIZED BULKY WASTE

THIS AGREEMENT entered into as of this _____ day of _____, 1988, by and between the Waterbury Regional Resources Recovery Authority ("WRRRA"), a regional authority organized and existing by virtue of the laws of the State of Connecticut (the "State") and the Connecticut Resources Recovery Authority (the "Authority") a body politic and corporate, constituting a political subdivision of the State,

WITNESSETH THAT:

WHEREAS, the "City" desires to have access to the landfill owned by the Authority located in Waterbury, Connecticut (the "Waterbury Landfill") in order to dispose of the Oversized Bulky Waste generated by the City of Waterbury ("City");
and

WHEREAS, the Authority is willing to provide such access to the WRRRA as the agent of the host community on the terms stated in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Authority and the WRRRA agree as follows:

Section 1. Definitions.

(a) "Contract Year" means each 12-month period under this Agreement commencing on July 1 of each year, except that the first Contract Year shall begin on the date the Waterbury Landfill receives its first ton of Oversized Bulk Waste and end on the following June 30 and the last Contract Year shall begin on July 1 and end on the date the Waterbury Landfill is finally closed. A "full Contract Year" is a Contract Year consisting of 12 months. Obligations hereunder with respect to delivery or acceptance of specified amounts of Oversized Bulky Waste are stated to be applicable to a full Contract year shall be proportionately reduced in any other Contract Year.

(b) "Designees" means persons designated in writing by the City or the WRRRA to collect Oversized Bulky Waste within the territorial jurisdiction of the City, including "collectors" as defined by Public Act 87-531.

(c) "Hazardous Waste" means

(i) Explosives, ordinance materials, pathological and biological waste, hazardous chemicals or material, radioactive materials, oil and oil sludges, cesspool or other human waste,

human and animal remains, motor vehicles, liquid waste, and hazardous refuse of any type or kind (including without limitation those regulated under 42 U.S.C. 6921-6925 and regulations thereunder adopted by the United States Environmental Protection Agency pursuant to the Resource Recovery Conservation and Recovery Act of 1976, 90 Stat. 2806 et seq., 42 U.S.C. 6901 et seq.);

- (ii) Any item of waste either smouldering or on fire;
- (iii) Wastes in quantities and concentrations which require special handling in their collection and/or processing such as bulk items, junked automobiles, large items of machinery and equipment and their component parts, batteries or waste oil; and
- (iv) All other items of waste, which would be likely to pose a treat to health or safety or be in violation of any judicial decision, order, or action of any federal, State or local government or any agency thereof, or any other regulatory authority, or applicable law or regulation.

(d) "Oversized Bulky Waste" means construction, demolition and land clearing debris and shall not include

white goods, Hazardous waste, and material excluded by State and federal regulation.

(e) "Project" means the Waterbury Landfill and associated buildings, equipment, roads, easements and appurtenances.

Section 2. Access to Waterbury Landfill. Commencing on the first day that the Authority, in its good faith opinion, determines the Waterbury Landfill is available, the Authority shall permit the WRRRA to have access to the Waterbury Landfill in order to dispose of the City's Oversized Bulky Waste and shall dispose of such Oversized Bulky Waste in accordance with environmental requirements imposed by federal and State authorities having jurisdiction thereof. It is understood that the WRRRA or the City shall be responsible for hauling the City's Oversized Bulky Waste to the Waterbury Landfill.

Pursuant to the provisions of Section 22a-220 of the Connecticut General Statutes, the City may designate the Waterbury Landfill for the use of Designees for the disposal of Oversized Bulky Waste generated within the City's boundaries until notified otherwise by the Authority.

Such Designees shall be responsible for any and all disposal fees posted at the Waterbury Landfill and shall pay such fees directly to the Authority.

Section 3. Cost of Access and Disposal.

(1) In consideration of the acquisition of and access to the Waterbury Landfill for the disposal of the City's Oversized Bulky Waste and that of its Designees, the WRRRA understands that the Authority will charge such Designees Access and Disposal Charges (the "Access and Disposal Charges") which, on an annualized basis, equal in the aggregate of the Authority's Costs of providing such acquisition and services.

(2) The Authority's Costs referred to in Subsection 3(1) hereof are those set forth in Connecticut General Statutes Section 22a-260(22) and shall include (i) the cost of disposal of Oversized Bulky Waste pursuant to this and similar agreements; (ii) the net cost of operations and maintenance attributable to the Waterbury Landfill including the cost of acquisition thereof; (iii) the cost of audits performed pursuant to Section 11 hereof; plus (iv) the Authority's administrative fee.

(3) The aggregate Access and Disposal Charges shall be sufficient to assure receipt by the Authority of money equal to amounts necessary on an annualized basis to pay the Authority's Costs of providing acquisitions and services pursuant to this Agreement.

Section 4. Special Provisions for Waterbury Oversized Bulky Waste; Limitation.

(a) All Oversized Bulky Waste brought to the Waterbury Landfill in vehicles owned and operated by the City shall be received without charge to the City or the WRRRA.

(b) The WRRRA understands that this commitment extends only to that amount of Oversized Bulky Waste currently being collected through municipal collection procedures, and the WRRRA agrees on behalf of the City not to expand the City's municipal collection procedures so as to increase the amount of Oversized Bulky Waste which the Authority would have to dispose of without charge to the WRRRA over that amount being handled by the City on the date of this Agreement.

(c) The Authority shall not be obligated to accept more than _____ tons of Oversized Bulky Waste each full Contract Year in the aggregate from the WRRRA, the City and its Designees.

Section 5. Payment in Lieu of Taxes, Fencing and Landscaping.

(a) Pursuant to General Statutes Section 22a-270 and 22a-270a, all Projects of the Authority are exempt from all real and personal property taxes levied or imposed by the City but such real or personal property may be the subject of an agreement to make payments in lieu of taxes with respect to such property.

(b) During the period of this Agreement, the Authority shall make annual payments (herein called "PILOT") in lieu of such taxes.

(c) The PILOT shall be made quarterly, or in any other manner which taxes are otherwise collected in the ordinary course by the City.

(d) From the date of commencement of operations of the Project until the expiration of the Agreement, the Authority will make a PILOT equal to the amount required to be paid by Section 22a-220b of the general statutes, as amended from time to time, currently \$.50 per ton of Oversized Bulky Waste deposited at the Waterbury Landfill from all sources, other than that Oversized Bulky Waste delivered by the WRRRA or the City pursuant to Section 4(a) herein.

(e) Such PILOT shall be accepted by the WRRRA on behalf of the City as full compliance with Section 22a-220b of the General Statutes, and in lieu of all taxes, fees and charges imposed by the City or the WRRRA and relating in any way to the Project or any part of the Project. If the City or the WRRRA is legally required to assess taxes or charge fees against any part of the Project or any part thereof, or in fact assesses taxes or fees against the Project, or any part thereof, any such taxes or fees paid by the Authority or any other person shall be credited against the PILOT to reduce the PILOT otherwise due hereunder.

(f) Within 120 days after the execution of this Agreement the Authority agrees to provide (i) a perimeter chain link fence around the entire Waterbury Landfill and (ii) a landscaping plan to screen the Waterbury Landfill from adjoining private property (other than the previous owner). In addition, the Authority agrees to implement such plan in the manner and at the times shown in the Plan.

Section 6. Closure. This section governs the disposition of the Waterbury Landfill, or any part thereof, upon closure of such Landfill or any part thereof. "Closure" for purposes of this Agreement means the placing of final cover and complying with applicable closure provisions of State or federal laws. Upon Closure of the Waterbury Landfill or any part thereof, the Authority shall offer to convey such part of the Waterbury Landfill free of charge to the WRRRA subject to the following conditions:

- (a) Such conveyance must be permitted by law;
- (b) the WRRRA irrevocably agrees to retain the part to be conveyed and use it solely for municipal purposes;
- (c) if less than all of the Waterbury Landfill is to be conveyed, the WRRRA agrees not to interfere with the operation of the remaining portion retained by the Authority; and
- (d) if less than all of the Waterbury Landfill is to be conveyed, operation of the remaining portion will not be impeded by such conveyance.

Section 7. Force Majeure. The performance of the parties' respective obligations hereunder may be excused during the continuance of any act or event for which the defaulting party is not responsible, which is beyond the reasonable control of the defaulting party and which act or event materially

and adversely affects such performance, including, without limitation: strikes or work stoppages; acts of God, acts of superior governmental authority, adverse weather conditions; riots, rebellion or sabotage; or written orders of court, administrative agencies or governmental officers, provided a copy of such order shall have been provided to the WRRRA and to the Authority.

In the event either party invokes the provisions of this Section 7, it will promptly notify the other party and each will cooperate with the other so that normal operations can be commenced as soon as possible.

Section 8. Waiver. Any failure by the WRRRA or the Authority to take action with respect to any violation of any of the provisions of this Agreement shall not be construed as a waiver of such violation or of any other provision of this Agreement.

Section 9. Adjudication of Disputes.

(a) All disputes, disagreements and questions arising between the parties to this Agreement shall be adjudicated, either by arbitration or litigation, as provided in subsection (b) below. Whether or not specific provision is hereinbefore made, arbitration shall be conducted in the manner specified in this Section.

(b) Each party shall give written notice to the other of the existence and nature of any dispute in sufficient

detail and shall choose either arbitration or litigation as the dispute resolution mechanism. If, within fifteen (15) days, the dispute is not resolved to the satisfaction of both parties or the parties cannot agree upon litigation or arbitration, then either party may initiate litigation. If arbitration is mutually agreed upon, the arbitration procedure shall be in accordance with the commercial rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction. During the period of any dispute, it is understood that the parties shall continue to perform their respective obligations under the provisions of this Agreement.

Section 10. Cooperation and Good Faith. Each party agrees to cooperate with the other and exercise the utmost good faith in the implementation of this Agreement so that the Waterbury Landfill may be operated and Oversized Bulky Waste may be disposed of therein in a timely, safe and sanitary manner in accordance with this Agreement and the provisions of law.

Section 11. Audit. The WRRRA shall have access to the books and records of the Authority relating to the Cost of services pursuant to this Agreement outlined in Section 3 hereof. The Authority shall provide the WRRRA with a quarterly audit of such Costs during the first Contract Year of this Agreement and an annual audit of such Costs thereafter.

Such audit to be performed by an independent Certified
Accountant selected by the Authority.

Section 12. Hazardous Waste.

(a) The WRRRA shall use all reasonable efforts, and cause the City to use all reasonable efforts, to cause Hazardous Waste not to be delivered to the Waterbury Landfill, and will not deliver any loads of manifestly Hazardous Waste to the Waterbury Landfill, but nothing in this Agreement is intended to create a guarantee by the WRRRA of the composition of any Waste delivered to the Waterbury Landfill or to make the WRRRA responsible (except as expressly provided by this Agreement) for the results of any delivery of any Hazardous Waste.

(b) The Authority may deny admission to the Waterbury Landfill of any vehicle carrying Hazardous Waste or other Waste that may leak, spill or allow Waste to be blown or scattered before unloading at the Waterbury Landfill.

(c) The Authority will remove or cause to be removed promptly any Hazardous Waste that is discovered in the Waterbury Landfill. The Authority will designate a place within or without the State where such Hazardous Waste may be disposed. The WRRRA will pay, or reimburse the Authority, for all Costs incurred by the Authority, including fines and penalties, in connection with the handling, transport and disposal of any Hazardous Waste delivered to the Waterbury Landfill from the City.

Section 13. Effectiveness. Notwithstanding anything to the contrary contained herein, this Agreement shall not become effective until such time as the Waterbury Landfill has been opened, and is legally able to accept Oversized Bulky Waste.

Section 14. Discrimination. In the performance of this Agreement, the WRRRA agrees and warrants that it shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The WRRRA further agrees to provide the Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Municipality as relate to Section 4-114a of the Connecticut General Statutes.

Section 15. Amendment. This Agreement may not be amended orally, but only in a writing signed by both parties.

Section 16. Termination. This Agreement shall terminate on the date that the Waterbury Landfill is finally closed pursuant to State and federal regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered as of the day first above written.

Signed, sealed and delivered in the presence of:

Dennis M. Buckley
Dennis M. Buckley Esq.

Joseph J. Santopietro
Hon. Joseph J. Santopietro,
Mayor, City of Waterbury

WATERBURY REGIONAL RESOURCES
RECOVERY AUTHORITY

By Victor Mambruno
Duly Authorized Chairman,
Victor Mambruno

Seal Impressed and Attested

By Dennis M. Buckley
Dennis M. Buckley Esq.
Designated Spokesman, W.R.R.R.A.

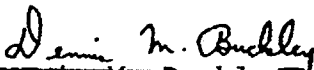
CONNECTICUT RESOURCES
RECOVERY AUTHORITY

By _____
Duly Authorized

STATE OF CONNECTICUT)
 : ss. Waterbury January 5 , 1988
COUNTY OF New Haven)

On this the 5th day of January , 1988 , before me, Victor Mambruno , the undersigned officer, personally appeared who acknowledged himself to be the Chairman of the W.R.R.R.A. , and that he, as such Chairman , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the WRRRA by himself as Chairman

In witness whereof I hereunto set my hand.


Dennis M. Buckley, Esq.
Commissioner of the Superior Court

STATE OF CONNECTICUT)
 : ss. , 1988
COUNTY OF)

On this the day of , 19 , before me, , the undersigned officer, personally appeared who acknowledged himself to be the of a corporation, and that he, as such , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Authority by himself as

In witness whereof I hereunto set my hand.